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## BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS &
PRIORITY MAIL CONTRACT 124 (MC2021-70)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2021-73

# USPS NOTICE OF AMENDMENT TO PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 124, FILED UNDER SEAL

(September 15, 2021)

The Postal Service hereby provides notice that the terms of Priority Mail Express & Priority Mail Contract 124, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express & Priority Mail Contract 124 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail

Express & Priority Mail Contract 124. Therefore, the supporting financial documentation
and financial certification initially filed in this docket remain applicable. The Postal

Service hereby incorporates by reference the Application for Non-Public Treatment
originally filed in this docket, for the protection of the customer-identifying information
that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-8405 <u>Sean.C.Robinson@usps.gov</u> September 15, 2021

## ATTACHMENT A

# REDACTED AMENDMENT TO PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 124

# AMENDMENT #1 OF SHIPPING SERVICES CONTRACT

# BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

# REGARDING PRIORITY MAIL EXPRESS AND PRIORITY MAIL SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and
, a limited liability company organized and existing under
the laws of with its principal office at

("Customer") entered into a Shipping Services
Contract, PME-PM Contract 124/Docket No. CP2021-73, regarding Priority Mail Express and
Priority Mail Service, on February 9, 2021.

WHEREAS, the Parties desire to amend Section I.D.4 to the Contract and add Section I.A.4 to the Appendix to the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective one (1) business day following the day on which the Commission issues all necessary regulatory approval.

[Replace Section I.D.4 to the Contract in its entirety, as follows.]

#### I. Terms

- D. [Unchanged.]
  - 4. Providing pricing below prevailing Priority Mail Express Commercial Plus prices for Priority Mail Express Contract Packages is strictly prohibited as stated in the Appendix to this Contract. Providing pricing below prevailing Priority Mail Commercial Plus prices for Priority Mail Contract Packages is prohibited except as authorized in the Appendix to this Contract.

[Add Section I.A.4 to the Appendix to the Contract, as follows.]

## I. Marketplace Requirements

## A. [Unchanged.]

4. The Postal Service may, at its sole discretion, authorize Customer to offer Priority Mail pricing to shippers using Customer's platform to ship Priority Mail Contract Packages ("Merchants") at prices less than prevailing Priority Mail Commercial Plus prices during the period when a temporary price increase or surcharge for Priority Mail is in effect. If the Postal Service determines to make such authorization, it will notify Customer in writing of the authorization and the dates of the temporary period. If authorization is given, then the prices Customer offers to Merchants during the temporary period shall not be lower than the Priority Mail Commercial Plus prices that were in effect immediately prior to the temporary period. For avoidance of doubt, Customer shall continue to pay the Postal Service the full Contract Prices set forth in this Contract during the temporary period.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITE	
Signed	Jacqueline Strako
Printed	l Name: Jacqueline Strako
Title:	Chief Commerce & Business Solutions Officer and Executive Vice President
Date:	9/13/2021

